

Appendix C : Confidentiality Agreement for Release of Additional Information

CONFIDENTIALITY AGREEMENT

_____, 2004

Robert T. Nolte, Ph.D.
Chairman Industrial Macromolecular Crystallography Association
C/O GlaxoSmithKline, Inc.
5 Moore Drive, Room V136.1B
Research Triangle Park, NC 27709-3398

Dear Mr. Nolte:

We are evaluating the possibility of submitting a proposal to the Industrial Macromolecular Crystallography Association ("IMCA") for the operation of IMCA's Collaborative Access Team beamline at the Advanced Photon Source ("APS") at Argonne National Laboratory pursuant to IMCA's Request For Proposals ("RFP") dated _____, 2004, which we have already received. We wish to receive further information not contained in the RFP ("Additional Information") in order to assist in our evaluation of the possible submission of a proposal. We understand that IMCA is willing to provide Additional Information, but because the Additional Information is non-public, confidential and proprietary in nature, Additional Information will be furnished only under the confidentiality terms stated in this letter agreement.

By signing this letter agreement, IMCA and we agree as follows:

1. Should we desire to receive any Additional Information, we will direct our request to IMCA's Chairman at the contact address stated in the RFP. IMCA in its sole discretion will decide whether to provide the requested Additional Information.
2. We will use Additional Information solely for the purpose of evaluating our potential role as a contractor pursuant to the RFP. We will hold the Additional Information in strict confidence, disclosing it only to such of our personnel and advisors who reasonably need to know the Additional Information for that purpose. Written and electronically stored materials will be safeguarded with the same degree of security we employ to safeguard our own confidential information. If the materials are copied or printed, only a reasonable number of copies or printouts appropriate for evaluation purposes will be made.
3. If we choose not to submit a proposal, or if our proposal is not accepted, we agree promptly to destroy all written Additional Information and delete all electronically stored Additional Information.

4. Additional Information includes all documents and information provided or disclosed to us by IMCA or at the direction of IMCA in connection with the RFP, whether provided or disclosed in written, electronic, verbal or other format, and also includes all information we may glean in the course of visiting IMCA's facilities at APS; provided, however, that the contents of the RFP are not considered to be Additional Information. All Additional Information is deemed to be confidential and subject to the terms of this letter agreement, except to the extent that at the time of the disclosure either (a) the information was generally known by or available to the public, or (b) the information was already known by us, having been developed or obtained by us in a manner that did not violate any confidentiality obligations owed to IMCA.

5. We agree that IMCA does not warrant the accuracy or completeness of any Additional Information, nor does IMCA commit to provide all or any particular Additional Information that we may choose to request.

Two signed originals of this letter are enclosed. If IMCA agrees with the foregoing, please sign this letter agreement and return one original to us. This letter agreement will constitute the entirety of the agreement between us and IMCA with respect to this letter agreement's subject matter.

Very truly yours,

(name of company)

By:_____

Name and Title:_____

Accepted and agreed this ____ day of _____, 2004:

INDUSTRIAL MACROMOLECULAR CRYSTALLOGRAPHY ASSOCIATION

By:_____

Robert T. Nolte, Chairman